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AGREEMENT

between

Essex County, Judges of the Superior Court  
JUDGES OF THE SUPERIOR COURT OF ESSEX COUNTY

and the

ESSEX COUNTY PROBATION INVESTIGATORS' ASSOCIATION

X JANUARY 1, 1983 - DECEMBER 31, 1984

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Essex County 1983-84 Probation Investigators' Collective Agreement

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Article I - Agreement

This Agreement is entered into this *5th* day of *December* 1983 between the Assignment Judge of the Superior Court of Essex County, New Jersey (hereinafter referred to as the "Judge") and the Essex County Probation Investigators' Association (hereinafter referred to as the "Association").

Article II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of Investigators of the Essex County Probation Department to negotiate matters relating to salaries and terms and conditions of employment in accordance with the rules of court and judicial policy.

Article III - Salaries

Section 1

Effective January 1, 1983, and retroactive to that date, Investigator salary ranges and increment shall be established as follows:

Minimum	\$10,500
Maximum	\$19,796
Increment	\$ 800

Section 2

Effective January 1, 1983, and retroactive to that date, each Investigator shall receive a salary adjustment equal to 5% of his/her base salary in existence on December 31, 1982. Additionally, any Investigator not at maximum salary on December 31, 1982 shall receive the amount of any full or partial increment to which the Investigator may have been entitled under prior labor agreements. The award of the increment applies to any Investigator who previously held a provisional or permanent appointment and left the position or department and returned thereto under a renegotiated labor agreement. Such increases and increment payments, if due pursuant to Section 3, shall be made in accordance with past practices of the parties.

Section 3

Any person newly appointed (i.e., not having previously held a provisional or permanent appointment) to the Investigator position, on or after January 1, 1981, shall not be entitled to an annual increment. They shall receive only the amount of the negotiated increase.

Section 4

Effective September 1, 1983, and retroactive to that date, each Investigator shall receive a salary adjustment equal to 2% of his/her base salary in existence on August 31, 1983.

Section 5

Effective January 1, 1984, and retroactive to that date, Investigator salary ranges and increment shall be established as follows:

Minimum	\$10,500
Maximum	\$20,984
Increment	\$ 800

Section 6

Effective January 1, 1984, each Investigator shall receive a salary adjustment equal to 6% of his/her base salary in existence on December 31, 1983. Additionally, any Investigator not at maximum salary on December 31, 1983 shall receive the amount of any full or partial increment to which the Investigator may have been entitled under prior labor agreements. The award of the increment applies to any Investigator who previously held a provisional or permanent appointment and left the position or department and returned thereto under a renegotiated labor agreement. Such increases and increment payments, if due pursuant to Section 7, shall be made in accordance with past practices of the parties.

Section 7

Any person newly appointed (i.e., not having previously held a provisional or permanent appointment) to the Investigator position, on or after January 1, 1981, shall not be entitled to an annual increment. They shall receive only the amount of the negotiated increase.

Section 8

No Investigator shall receive a salary increase under Section 2, 4 or 6 of this Article which would raise his/her salary above the maximum range that is fixed for the position occupied during each year of the agreement. In the event such a development were to occur, the Investigator so affected shall receive only the maximum salary of the appropriate range.

Section 9

In the event the parties agree to reopen negotiations concerning the issue of minimum salaries during the term of the Agreement and the outcome of those discussions is a minimum salary greater than set forth in this Agreement, then all Investigators earning the current minimum salary shall be adjusted to the new minimum for the range.

Article IV - Automobile Allowance

Effective with the signing of this Agreement, each Investigator who uses his/her automobile for Probation Department business within the county shall be reimbursed at a rate of 18 cents per mile. Such rate thereafter shall be consistent with the rate established by the Legislature of the State of New Jersey.

Article V - Longevity

Investigators may receive longevity benefits that are consistent with county policy.

## Article VI - Vacation Benefits

### Section 1

Pursuant to R. 1:30-5(b), Investigators of the Essex County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county. Presently, Investigators are entitled to the following vacation credits:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
0 through 1 year	1 work day for each month
1 through completion of 5 years	12 work days
Beginning of 6 years through completion of 15 years	15 work days
Beginning of 16 years through completion of 20 years	20 work days
Beginning of 21 years and thereafter	25 work days

### Section 2

The increase in vacation days will be granted in January of the year which completes the 5th, 15th and 20th year.

## Article VII - Health and Welfare Benefits

Probation Investigators shall continue to be provided with all health and welfare benefits presently granted to Essex County employee generally. If, during the term of this Agreement, the county grants to its employees generally any additional health and welfare benefits or provides any expanded coverage, such benefits shall simultaneously be awarded to Probation Investigators.

## Article VIII - Management Rights

The Judges hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

- a. To the executive management and administrative control of the probation department and its facilities, and the activities of its employees;
- b. To hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

- c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Judges, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Judges of their rights, responsibilities, and authority under national, state, county or local laws or ordinances or the Rules of Court.

#### Article IX - Policy on Civil Service

The administrative and procedural provisions and controls of Civil Service Laws and the Rules and Regulations promulgated thereunder are to be observed in the administration of the Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court Rules and Policies governing administration of the Courts.

#### Article X - Discipline

A. It is expressly understood that all employees covered by this Agreement are obligated to comply conscientiously with all rules, regulations, policies, and directives of the Judiciary.

B. Failure to do so shall constitute grounds for appropriate corrective and/or disciplinary measures. Discipline may be imposed for those causes set forth in N.J.A.C. 4:1-16-9; and for violation of the rules, regulations, policies and directives of the Judiciary (including the Essex County Probation Department). Causes referred to herein for applying discipline are not meant to be exclusive.

C. Permanent employees subject to the application of the provisions of this Article for misconduct that could lead to or has resulted in reduction in grade, suspension without pay for more than five (5) working days, fine, discharge, or similar penalty are entitled to the following:

1. Written notice of claimed violation;
2. Within ten (10) working days following notice of violation, the Chief Probation Officer shall hold a hearing at which the employee(s) is permitted to attend with representation;

3. An opportunity to present evidence in his or her defense, and
4. Within ten (10) working days following the hearing, a written statement of the findings, conclusions and action taken.

D. If the disciplined party is not satisfied with the decision of the Chief Probation Officer, within five (5) working days thereafter Disciplinary decisions as set forth in Section C of this Article may be appealed to the Assignment Judge or his Administrative designee whose decision shall be final.

E. In the event the alleged misconduct is of a criminal nature, the employee shall at all times have a right to legal representation.

#### Article XI - Grievance Procedure

The parties agree that a complaint or grievance of any Investigator relating to the interpretation, application or alleged violation of any provision of this contract, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

- Step 1 - The grievance shall first be taken to the employee's immediate supervisor, i.e., the Senior Probation Officer within 90 days from when the grievant should reasonably have known that an alleged violation had taken place. The Senior Probation shall make an effort to resolve the problem within a reasonable period of time, within three (3) working days if possible. At this level, a complaint or grievance need not be in writing.
- Step 2 - If not resolved at Step 1, the grievance shall be put in writing, signed by the aggrieved employee and submitted to the appropriate Principal Probation Officer II, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days.
- Step 3 - If not resolved by the Principal Probation Officer II, the written grievance shall be referred to the Assistant Chief Probation Officer, who shall render a decision within five (5) working days.
- Step 4 - If not resolved by the Assistant Chief Probation Officer, the written grievance shall be referred to the Chief Probation Officer. The Chief may designate an individual who is responsible and knowledgeable of the work of the grievant to review the matter and recommend a determination within ten (10) working days.
- Step 5 - If the aggrieved Investigator is not satisfied with the decision of the Chief Probation Officer, he/she may request that the grievance be heard by an impartial mediator, who may be chosen in accordance with the

provisions of the New Jersey State Board of Mediation's "Special Procedures." With the agreement of both parties, this step may be bypassed and the grievance be submitted directly to Step 6.

It is understood that, if there is a cost associated with the service, the cost of said mediation service should be split between the parties.

Step 6 - In the event Step 5 is bypassed, or if either party is not satisfied with the recommendations of the Board of Mediation, he/she may choose to utilize one of the following two options:

- a. The Investigator may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;
- b. He/she may appeal to the Assignment Judge, or judicial designee, in which case the decision of the Judge shall be final and shall be rendered within twenty (20) working days of the date of receipt of the grievance.

All grievances and complaints that are related to judicial policy and/or the authority of the Superior Court Judges, Chief Justice, Supreme Court; Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

## Article XII - Benefits Inclusion

Except as otherwise provided herein, and subject to the provisions of Articles, all rights, privileges and benefits which have heretofore been provided to the Probation Investigators by law or in accordance with judicial rules or policies and which are presently being so provided to them shall be maintained and continued by the Judge during the term of this Agreement.

However, all rights, privileges and benefits involving terms and conditions of employment which have heretofore been provided to the Probation Investigators by the Judiciary, in accordance with Essex County rules and policies, shall be maintained and continued without alteration or modification during the term of this Agreement.



## Article XIII - Liability Provisions

### A. Policy

Whenever an action is instituted against any employee for any act or omission arising out of and in the course of, and within the scope of, the good faith performance of the duties of his/her office, position or employment, the county shall defray the cost of defending such action as set forth below.

The county's obligation hereunder shall be limited to those cases in which:

1. In criminal actions, the proceeding is dismissed or results in a final disposition in favor of the employee; and
2. The employee was acting in the discharge of duty imposed or authorized by law; and
3. The employee is a named defendant in a matter pending before a court of competent jurisdiction.

### B. Procedure - Criminal Action

1. Should any criminal action be instituted against employees entitled to defense in civil actions according to the foregoing paragraph for any action or omission arising out of his/her employment as a Probation Investigator and should such proceeding be dismissed or result in a final disposition in favor of such person, the county shall reimburse him/her for the cost, not covered by policy if insurance, of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
2. If, at the conclusion of the criminal proceeding, a dispute arises between the County Counsel and the employee's attorney concerning the reasonableness of his fees, this issue shall be submitted to the Assignment Judge for a final and binding decision. Prior to such decision, both County Counsel and the employee's attorney shall have an opportunity to present to the Assignment Judge their respective positions as to the reasonableness of the fees.
3. In order to qualify for this reimbursement program, the attorney selected by the employee must sign an agreement in which he agrees to keep accurate and complete records of the hours which he spends on the case (to include the date and nature of service performed with regard to all times) from the outset of the case. Such documentation must be submitted by the attorney on a monthly basis prior to the payment of any monies by the county to the attorney for services rendered during that month. At the conclusion of the

case, the attorney must submit an Affidavit of Services rendered which sets forth a total detailed time information record.

C. Procedure - Civil Actions

1. Any employee who is served with a summons and complaint shall, within ten (10) calendar days of the time he/she is served with the summons and complaint, deliver the summons and complaint along with any accident or incident reports relevant to the action, to the County Counsel.
2. The County Counsel will review all documents submitted to determine if the employee is entitled to have representation provided to him/her. If, in accordance with Subsection A., the employee is entitled to representation, such representation shall be provided by the County Counsel, an attorney selected by any insurance carrier insuring the county, or by private counsel to be retained by the county. In no event will private counsel retained by the employee be compensated for his/her services by the County of Essex.
3. The county shall provide representation to the employee at all stages of the litigation and shall save harmless and protect the employee from any financial loss or any judgment entered against the employee resulting from any action in which the county provided such representation. In instances where the county provided representation, the entering of a civil judgment against an employee does not constitute bad faith conduct by the employee.

Article XIV - Federal and State Laws - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within 30 days to renegotiate the item so severed.

Article XV - Dues Check Off

The county, upon receipt of a duly authorized assignment form acceptable to the county, agrees to deduct \$3.00 per pay check from all employees who are members of the Association, in accordance with the provisions of N.J.S.A. §2:14-15.9(e).

Article XVI - Conclusiveness of Agreement

This Agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by mutual consent and upon the happening of some unforeseen event.

Article XVII - Pay Holdback

Commencing in 1982, the county will implement a payroll holdback plan, which shall not exceed one week. The procedure for such holdback shall be consistent with that employed on a countywide basis. This plan shall continue for all newly appointed Investigators.

Article XVIII - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to January 1, 1983 and shall remain in full force and effect until December 31, 1984. Six months prior to December 31, 1984, the termination date of current contract, each party shall submit to the other, in writing, its proposed changes for a successor agreement. If agreement on these proposed changes is not reached by December 31, 1984, the contract shall remain in full force and effect, without change until after an impasse, as defined by PERC, has been reached.

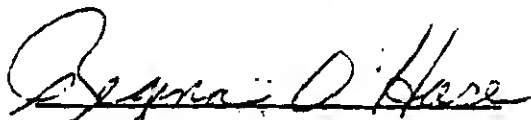
Negotiations for the substitute Agreement concerning all terms and conditions of employment, including salary, shall commence no later than July 1, 1984 upon written notice by either party.

In witness of this Agreement, the parties to it have affixed their signatures this 5 day of DECEMBER, 1983.

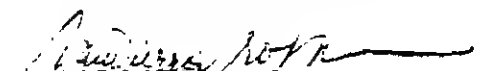
FOR THE JUDGES

  
Nicholas Scaleria, A.C.S.C.

FOR THE ASSOCIATION

  
Regina O'Hare, President

Annette Ragonese, Vice-President

  
Vancarra Robbins, Secretary

ADMINISTRATIVE OFFICE OF THE COURTS  
STATE OF NEW JERSEY

ROBERT D. LIPSCHER  
ADMINISTRATIVE DIRECTOR OF THE COURTS

MARILYN R. STEINER  
DIRECTOR PERSONNEL SERVICES



CN:07  
TRENTON, NEW JERSEY 08625

December 1, 1983

Regina O'Hare  
Essex County Probation Department  
County Courts Building  
50 W. Market Street  
Newark, NJ 07102

Dear Ms. O'Hare:

As I discussed by phone with your attorney Mr. Schwartz November 29, the contents of this letter may serve as an addendum to the 1983-84 Agreement between the Judges of the Superior Court of Essex County and the Essex County Probation Investigators' Association concerning the issues of Civil Service and the discipline clause, Article X.

On behalf of Judge Scalera, we agree that the procedure incorporated in parts A through C of Article X is not intended to preclude an investigator from exercising rights granted by Civil Service in accordance with N.J.A.C. 4:1-16.7 for the review of discipline, unless the officer elects to utilize part D of that Article, or under circumstances set forth in Article IX (Policy on Civil Service) of that Agreement.

This letter should be attached to the contract to reflect our full understanding and agreement.

Sincerely yours,

*Thomas E. Clarkson*  
Thomas E. Clarkson  
Employee Relations Specialist

TEC:sk

cc Honorable Nicholas Scalera  
~~Mr. Nicholas Fiori, CPO~~  
Mr. Nicholas Fiori, CPO  
Ms. Delores Capetola, Director Labor Relations  
Mr. Larry Schwartz, Esq.  
Ms. Marilyn R. Steiner, AOC

*12/5/83*  
*Regina O'Hare*  
*12/5/83*  
*12/5/83*